

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

MELVIN SIGURE	*	CIVIL ACTION
VERSUS	*	NUMBER:
FIELDWOOD ENERGY, LLC,	*	SECTION:
FIELDWOOD ENERGY OFFSHORE, and	*	MAGISTRATE:
WOOD GROUP PSN, INC.	*	
* * * * *		

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes MELVIN SIGURE, a person of the full age of majority and resident of the State of Louisiana, and for his Complaint respectfully represents as follows:

I.

JURISDICTION

This Court has jurisdiction pursuant to 28 U.S.C. 1331, federal question jurisdiction.

II.

PARTIES DEFENDANT

Made defendants herein are:

1. FIELDWOOD ENERGY, LLC, on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.

2. FIELDWOOD ENERGY OFFSHORE, LLC, on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.



3. WOOD GROUP PSN, INC., on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.

III.

The defendants are liable unto the plaintiff pursuant to the law and statutes of the United States, including but not limited to the Outer Continental Shelf Lands Act, 43 U.S.C. 1331, et seq., and the law and statutes of the State of Louisiana, in damages in a sum which will fairly compensate him and which will be determined at the trial of this matter, together with legal interest thereon from the date of judicial demand until paid, and for all costs of these proceedings, for the following reasons, to wit:

IV.

On or about March 9, 2020, plaintiff, Melvin Sigure, was employed by a third-party, Fluid Crane & Construction, Inc. On that date, Mr. Sigure was performing his assigned duties on the premises owned and/or operated by the defendants, on information and belief, a platform located in the Gulf of Mexico, in West Delta 71-E (WD71-E). In the course of performing those duties, suddenly and without warning and due to the negligence of the defendants and/or its agents and employees and/or defects in the premises and its equipment, plaintiff was caused to sustain severe and disabling injuries as described herein when, in the course of being transferred to the deck of a vessel, the personnel basket on which plaintiff was being transported slammed into the deck and/or other portions of the vessel.

V.

Plaintiff was in no manner negligent. On information and belief, plaintiff alleges that the sole and proximate cause of his injuries, as described herein, was the negligence and/or failure of the defendants, and their servants and/or agents, in carrying out their obligations and duties,

individually and concurrently, and/or the condition of the premises and equipment, in the following respects:

1. Failure to ensure that the plaintiff's work area and equipment therein was in a safe condition for plaintiff to work;
2. Failure to provide plaintiff with a safe place in which to work;
3. Failure to exercise reasonable care in discovering and correcting any and all unsafe conditions existing on the premises;
4. Failure to provide plaintiff with the proper equipment and/or personnel to accomplish his job in a reasonably safe manner;
5. Failure to warn the plaintiff;
6. Failure to warn plaintiff of the dangerous and unsafe conditions of the premises;
7. Failure to ensure that the transfer of personnel from the platform to the vessel in a personnel basket could be accomplished in a safe manner;
8. Failure to properly inspect, maintain and repair the premises and equipment;
9. Hiring untrained and unskilled employees;
10. Retaining employees found to be careless and/or unskilled;
11. Strict and/or premises liability;
12. Failure to provide competent and adequate supervisory authority;
13. Breach of legally imposed duties of reasonable care owed by the defendant(s) to the plaintiff;
14. Other acts of negligence and conditions to be proven at the trial of this case.

VI.

Solely by reason of the negligence of the defendants, and other acts and inactions described herein, plaintiff, Melvin Sigure, sustained serious injuries including but not limited to the following: possible ruptured and/or herniated discs and nerve damage, as well as injuries to his bones, muscles and joints, organs and tissues among other component parts of his head, back, ribs,

legs, feet, and hands. As a result thereof, plaintiff in the past and in the future: require medicines, medical care, medical treatment, have to expend moneys and incur obligations for treatment and care, suffer agonizing aches, pains, and mental anguish, and be disabled from performing his usual duties, occupations and avocations.

VII.

As a direct and proximate result of the aforesaid negligence, conditions, and breach of duties on the part of the defendants herein, plaintiff has suffered injuries and damages for which defendants is liable unto him, plus legal interest from the date of occurrence, attorney's fees, and all costs of these proceedings.

WHEREFORE, plaintiff prays that the defendant(s) be served with a copy of this Complaint, and after due proceedings had and the expiration of all legal delays herein: There be a judgment rendered in favor of the plaintiff, MEVLIN SIGURE, and against defendants, FIELDWOOD ENERGY, LLC, FIELDWOOD ENERGY OFFSHORE, LLC, and WOOD GROUP PSN, INC., in damages in an amount to be determined at trial, together with interest from the date of occurrence until paid, attorney's fees, and all costs; and for any and all other relief which the law and justice may provide.

RESPECTFULLY SUBMITTED:

s/ David C. Whitmore
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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

MELVIN SIGURE	*	CIVIL ACTION
VERSUS	*	NUMBER: 21-155
FIELDWOOD ENERGY, LLC,	*	SECTION: E
FIELDWOOD ENERGY OFFSHORE,	*	
WOOD GROUP PSN, INC., and WOOD GROUP	*	MAGISTRATE: 1
USA, INC.	*	
* * * * *		

AMENDED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes MELVIN SIGURE, a person of the full age of majority and resident of the State of Louisiana, and for his Amended Complaint respectfully represents as follows:

I.

JURISDICTION

This Court has jurisdiction pursuant to 28 U.S.C. 1331, federal question jurisdiction.

II.

PARTIES DEFENDANT

Made defendants herein are:

1. FIELDWOOD ENERGY, LLC, on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.

2. FIELDWOOD ENERGY OFFSHORE, LLC, on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.

3. WOOD GROUP PSN, INC., on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.

4. WOOD GROUP USA, INC., on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this Honorable Court.

III.

The defendants are liable unto the plaintiff pursuant to the law and statutes of the United States, including but not limited to the Outer Continental Shelf Lands Act, 43 U.S.C. 1331, et seq., and the law and statutes of the State of Louisiana, in damages in a sum which will fairly compensate him and which will be determined at the trial of this matter, together with legal interest thereon from the date of judicial demand until paid, and for all costs of these proceedings, for the following reasons, to wit:

IV.

On or about March 9, 2020, plaintiff, Melvin Sigure, was employed by a third-party, Fluid Crane & Construction, Inc. On that date, Mr. Sigure was performing his assigned duties on the premises owned and/or operated by the defendants, on information and belief, a platform located in the Gulf of Mexico, in West Delta 71-E (WD71-E). In the course of performing those duties, suddenly and without warning and due to the negligence of the defendants and/or its agents and employees and/or defects in the premises and its equipment, plaintiff was caused to sustain severe and disabling injuries as described herein when, in the course of being transferred to the deck of a vessel, the personnel basket on which plaintiff was being transported slammed into the deck and/or other portions of the vessel.

V.

Plaintiff was in no manner negligent. On information and belief, plaintiff alleges that the sole and proximate cause of his injuries, as described herein, was the negligence and/or failure of the defendants, and their servants and/or agents, in carrying out their obligations and duties, individually and concurrently, and/or the condition of the premises and equipment, in the following respects:

1. Failure to ensure that the plaintiff's work area and equipment therein was in a safe condition for plaintiff to work;
2. Failure to provide plaintiff with a safe place in which to work;
3. Failure to exercise reasonable care in discovering and correcting any and all unsafe conditions existing on the premises;
4. Failure to provide plaintiff with the proper equipment and/or personnel to accomplish his job in a reasonably safe manner;
5. Failure to warn the plaintiff;
6. Failure to warn plaintiff of the dangerous and unsafe conditions of the premises;
7. Failure to ensure that the transfer of personnel from the platform to the vessel in a personnel basket could be accomplished in a safe manner;
8. Failure to properly inspect, maintain and repair the premises and equipment;
9. Hiring untrained and unskilled employees;
10. Retaining employees found to be careless and/or unskilled;
11. Strict and/or premises liability;
12. Failure to provide competent and adequate supervisory authority;
13. Breach of legally imposed duties of reasonable care owed by the defendant(s) to the plaintiff;
14. Other acts of negligence and conditions to be proven at the trial of this case.

VI.

Solely by reason of the negligence of the defendants, and other acts and inactions described herein, plaintiff, Melvin Sigure, sustained serious injuries including but not limited to the following: possible ruptured and/or herniated discs and nerve damage, as well as injuries to his bones, muscles and joints, organs and tissues among other component parts of his head, back, ribs, legs, feet, and hands. As a result thereof, plaintiff in the past and in the future: require medicines, medical care, medical treatment, have to expend moneys and incur obligations for treatment and care, suffer agonizing aches, pains, and mental anguish, and be disabled from performing his usual duties, occupations and avocations.

VII.

As a direct and proximate result of the aforesaid negligence, conditions, and breach of duties on the part of the defendants herein, plaintiff has suffered injuries and damages for which defendants is liable unto him, plus legal interest from the date of occurrence, attorney's fees, and all costs of these proceedings.

WHEREFORE, plaintiff prays that the defendant(s) be served with a copy of this Amended Complaint, and after due proceedings had and the expiration of all legal delays herein: There be a judgment rendered in favor of the plaintiff, MEVLIN SIGURE, and against defendants, FIELDWOOD ENERGY, LLC, FIELDWOOD ENERGY OFFSHORE, LLC, WOOD GROUP PSN, INC. and WOOD GROUP USA, INC., in damages in an amount to be determined at trial, together with interest from the date of occurrence until paid, attorney's fees, and all costs; and for any and all other relief which the law and justice may provide.

RESPECTFULLY SUBMITTED:

s/ David C. Whitmore

LAWRENCE BLAKE JONES (7495)

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